

EXHIBIT 1

In the Matter Of:

ANYWHERE COMMERCE vs INGENICO INC.

No. 1:19-cv-11457-IT

STEPHEN SCHERF

May 12, 2022



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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

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4 ANYWHERE COMMERCE, INC. : CIVIL ACTION

5 and BBPOS LIMITED :

6 Plaintiffs, : No. 1:19-cv-11457-IT

7 v. :

8 INGENICO INC., INGENICO :

9 CORP AND INGENICO GROUPS, :

10 INGENICO VENURES SAS :

11 Defendants. :

12
13 TRANSCRIPT of DEPOSITION of STEPHEN SCHERF,
14 taken by and before DANIELLE BRESLIN, Professional
15 Court Reporter and Notary Public at Kutak Rock, 1760
16 Market Street, Suite 1100, Philadelphia,
17 Pennsylvania 19104 on Thursday, May 12, 2022,
18 commencing at 10:00 a.m.

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STEPHEN SCHERF
ANYWHERE COMMERCE vs INGENICO INC.

May 12, 2022

14

1 office. Does Asterion have more than one office?

2 A. Yes.

3 Q. How many of the principles are in
4 Philadelphia?

5 A. Three.

6 Q. Who is the other one?

7 A. Mark Bradford.

8 Q. Do you work Mr. Bradford on your expert
9 engagements?

10 A. Sometimes, but not on this engagement.

11 Q. Where are the other two principles?

12 A. Both of them are in New Jersey.

13 Q. Do you work with them less because they are
14 in a different office?

15 A. It just depends on the nature of assignment,
16 so it depends on expertise, or what the issue is.

17 Q. Let's circle back to the nature of the
18 damages that you have you set forth here. How did
19 you come to the conclusion that a disgorgement
20 analysis would be appropriate?

21 A. Well, it is theft of trade secrets, and so
22 therefore, under the theft of trade secrets, there
23 are essentially three primary ways to look at
24 damages: One is the gain or loss profits, the other

STEPHEN SCHERF
ANYWHERE COMMERCE vs INGENICO INC.

May 12, 2022

15

1 is unjust enrichment, the third is unreasonable
2 royalty.

3 I looked and didn't find a comparable
4 license agreement, and so therefore went with unjust
5 enrichment.

6 Q. Why didn't you do loss profits?

7 A. Because the issue with loss profits is
8 identifying the proper but for model, and so it
9 didn't seem appropriate in this case because the
10 allegations in the underlying complaint was that
11 there was a use of trade secrets in these products.
12 So therefore, in my view, the best measure was the
13 sales of those products.

14 Q. Can I ask you -- let me start over.

15 What did you do to prepare for the
16 deposition today?

17 A. I reviewed my file. I reviewed the report,
18 and last week, I spent about, I will say an hour and
19 a half with Ms. Bozeman.

20 Q. Anything else?

21 A. No. That's all I did.

22 Q. When you said your file, you reviewed your
23 file, what does that encompass?

24 A. That includes the documents that were

STEPHEN SCHERF
ANYWHERE COMMERCE vs INGENICO INC.

May 12, 2022
147

C E R T I F I C A T I O N

I, DANIELLE E. BRESLIN, Professional Court Reporter
and Notary Public, do hereby certify that the
foregoing is a true and accurate transcript of the
stenographic notes taken by me in the aforementioned
matter.

- - -

Danielle E. Breslin

Danielle E. Breslin

DATE: 04/25/2022 DANIELLE E. BRESLIN
1277008 Pa Notary No.
Expires: April
25, 2023

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